

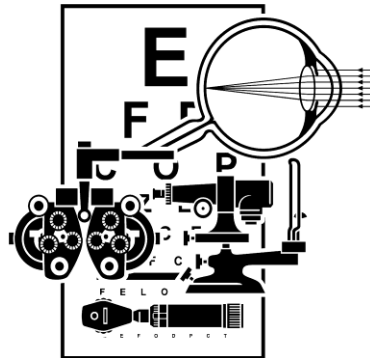
WARNING

This unofficial copy of the ITB is for informational purposes only. Before preparing and submitting a response you must receive the official ITB and all required forms from the Alabama Department of Finance, Division of Purchasing. Bid submitted without all forms and attachments required by the Division of Purchasing will be rejected.

For further information, visit the Division of Purchasing website at www.purchasing.alabama.gov.

ALABAMA MEDICAID AGENCY EYEGLASSES CONTRACT INVITATION TO BID

Bid No. 08-X-2194236



Agency Contact:

Mary Timmerman, RN, CPC, Associate Director
Alabama Medicaid Agency
P.O. Box 5624
501 Dexter Avenue
Montgomery, Al 36103-5624

Email: mary.timmerman@medicaid.alabama.gov

(334) 242-5014 (334) 353-5935 (fax)

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ALABAMA MEDICAID AGENCY
EYEGLASSES CONTRACT
INVITATION TO BID

PART ONE
INTRODUCTION TO PROCUREMENT

The Alabama Medicaid Agency, hereafter called Medicaid, an Agency of the State of Alabama, hereby solicits bids for the provision of eyewear materials to Medicaid recipients eligible to receive optometric benefits. Necessary services consist of providing lenses and frames for eligible Title XIX (Medicaid) recipients, as prescribed by licensed medical doctors and optometrists. Through a contractual relationship for these services, Medicaid strives to provide eye care for its beneficiaries comparable to that of the general public.

The successful bidder, (hereinafter Contractor), shall be responsible for the requirements contained within this Invitation to Bid (ITB) for the firm and fixed price quoted in Contractor's bid to this ITB. All bids must state a firm and fixed price for the services described.

The successful bidder will be responsible for furnishing eyeglasses that meet all federal, state, and Agency standards. In addition, selection of frames provided will meet the needs for eligible Medicaid men, women, teens, and children.

I. GENERAL ITB REQUIREMENTS

Medicaid solicits bids, under the provisions of the Code of Alabama, 1975, Section 41-16-20, 41-6-27 et seq., as amended, and Section 41-22-1, et. seq.

Medicaid will enter into one initial contract for twelve (12) months commencing July 1, 2008 through June 30, 2009. Medicaid shall have two (2) one-year options for extending this contract at the original contract price. At the end of each contract year Medicaid may at its discretion, exercise the extension option and allow the period of performance to be extended for an additional contract year. Such option shall be exercised by written notice to the Contractor within ninety (90) days prior to the termination date of the contract or any extension. The bid response must present a complete and detailed description of the bidder's qualifications to perform, and its approach to carry out the requirements of this ITB.

All proposals must be received by the State of Alabama's Department of Finance, Division of Purchasing as specified in the Schedule of Activities.

II. PROJECT MANAGER

The individual designated by this bid to coordinate activities, resolve questions, monitor Eyeglass Contractor performance, ensure that all contract requirements are met, approve payments and act as the Alabama Medicaid Agency contact for the Eyeglass Contractor is:

Mary Timmerman
Alabama Medicaid Agency
P.O. Box 5624
501 Dexter Avenue
Montgomery, Al 36103-5624

Email: mary.timmerman@medicaid.alabama.gov

(334) 242-5014 (334) 353-5935 (fax)

III. SCHEDULE OF ACTIVITIES

The schedule of activities for this bid process is listed below. All dates are estimated and are subject to change. All times are central time (CT). Bid documents, including answers to all questions will be posted on the Agency website at www.medicaid.alabama.gov.

Bid Released	April 21, 2008
Pre-Bid Questions Due	April 29, 2008
Response to Pre-Bid Questions posted to Agency website	May 1, 2008
Bids Due	May 12, 2008
Bids Opened	May 13, 2008
Bids Evaluated	May 14-19, 2008
Contract Award	May 20, 2008
Contract Start Date	July 1, 2008

IV. BIDDER QUALIFICATIONS

A. General

The Alabama Medicaid Agency actively solicits bids from persons/entities interested in serving as Eyeglasses Contractor. Any entity wishing to serve as an Eyeglasses Contractor must submit a written bid for participation. By submitting a proposal in response to this ITB, the proposing party grants Medicaid the right to contact any or all of the bidders' clients. **Each bid submission must be complete and stand on its own. Each bid must include an individual bid bond.**

Bids will be evaluated based on responsiveness to the bid specifications. Only those responses passing the *mandatory requirements* will be considered in the final response evaluation. After the determination of whether a bid is considered responsive and responsible, the contract award will be based on the highest score. Contracts will be effective as specified in the Schedule of Activities. All bids shall become the property of the State of Alabama. Medicaid will not compensate the bidder for any costs incurred in preparing the bid.

This document outlines the qualifications which must be met in order for an entity to serve as an Eyeglasses Contractor. It is imperative that potential Eyeglasses Contractors describe **in detail** how they intend to approach the provision of all eyeglasses specified in the ITB. The ability to perform these services must be carefully documented, even if the bidder has been or is currently participating in Medicaid and providing eyeglasses for Medicaid recipients. Bids will be evaluated based on the written information that is presented in the bid. This underscores the importance and the necessity of providing in-depth information in the bid with all supporting documentation necessary. The bidder must demonstrate an in-depth understanding and a thorough working knowledge of all program requirements as described in these ITB specifications, including but not limited to the applicable Provider Manual, State Plan for Medical Assistance, Administrative Code requirements and Code of Federal Regulations (CFR) requirements.

Bids shall include proof of capability of the bidder to carry out the performance requirements of the State of Alabama as required in Section 22 6-7.1 Code of Alabama 1975, which takes into consideration cost factors, program suitability factors, technical factors including understanding of program requirements,

management plan, excellence of program design, key personnel, corporate or company resource and designated location, and other factors including financial condition and capability of the bidder, corporate experience and past performance and priority of the business to ensure the contract awarded is the best for the purposes required. Each of these criteria shall be given weight value designated in the ITB. Bidders owning **multiple facilities** must indicate that they will furnish all eyewear materials during contract period from the facility submitting the bid. The evaluation of proof to carry out performance requirements as set forth will be based solely on bidder's written responses.

B. Entities submitting bids must:

- (a) Have all necessary business licenses at the time of the contracting to be able to do business in Alabama
- (b) Be able to provide reports to the state on utilization, expenses and quality measures
- (c) Be fiscally sound and possess adequate financial reserves.
- (d) Furnish a minimum of four (4) performance references and three (3) credit references to include contact name, title, telephone number, and addresses. Performance references should also include contract type, size and duration. An additional list of major lens and frame suppliers shall be included. Reference information may be submitted in a sealed envelope only to be opened at time of evaluation.
- (e) Provide a fax number.
- (f) Submit one original and six (6) copies of the bid and CD
- (g) Demonstrate the acceptance and understanding of contract requirements to include compliance with general federal and state rules, record maintenance, recipient confidentiality, security requirements, and on-line computer system requirements as defined in the ITB, and must demonstrate the ability to submit hard-copy clean claims when necessary.
- (h) Submit a management plan to address their ability to absorb contract into present operation. This plan shall provide plans for lab management and data reporting, disaster plans, and quality control. Labor issues to include whether employees are unionized should be expressed in this plan. If employees are unionized, have any walkouts and/or strikes occurred within the last five- (5) years? If employees are not unionized, have there been any labor problems in the last five- (5) years?
- (i) Submit resumes for the following key personnel positions. Resumes should include education, training and experience for each position.
 - General Manager
 - Production Manager
 - Contract Manager
 - Finishing Lab Manager
 - Stockroom Manager
 - Comptroller
- (j) Submit company resource information to include facility size and design, computer capabilities, level of skilled employees, training programs, age/condition of equipment, company's financial base (debits, credits, holds, etc.). The bidder shall submit a Profit and Loss Statement for the last fiscal year.
- (k) Submit corporate experience information to include the number of current state eyeglass contracts held, repeat business, percent of business representing contract sales, and company longevity.
- (l) Submit documentation for past performance to include previous and/or current related experience, which shall include product quality, returned jobs, average time of order completion, and client satisfaction.
- (m) Submit a bid guarantee of five thousand dollars (\$5,000).
- (n) Accept the requirement of a performance bond (\$180,000).
- (o) Submit a fixed price quote to furnish the services required by the ITB.

- (p) Submit a State of Alabama "Bid Sheet" form (Attachment B), with the address to which orders will be sent, signed in ink by the bidder (or an officer of the bidder who is legally authorized to bind the bidder to the ITB) and notarized by a notary public.
- (q) Submit a signed copy of the Authorization for Release of Business Information Form, Attachment F.
- (r) Submit a listing of frames and lens available through its company as well as similar in-stock frames (by manufacturer) of equal quality that would be utilized as replacements.
- (s) Be able to provide reports to the state on specific utilization (e.g., glass versus plastic or polycarbonate lenses), expenses and quality measures.

Entities prohibited from submitting bids are:

Organizations which have any officer, director, agent and/or managing employee, any individuals with either direct or indirect ownership or control interest of 5% or more in the organization, employ, contract with, or through individuals or entities that have been:

- (a) Convicted of program related crimes; or
- (b) Convicted of patient abuse, fraud, obstruction of an investigation and/or offenses relating to controlled substances; or
- (c) Excluded from participation in Medicare or any States' health care program; or
- (d) Been assessed a Medicaid civil monetary penalty for false or fraudulent submittal of claims.

V. PRE-BID QUESTIONS

A. General

Pre-Bid Questions are intended to be an informal, interactive exchange of information. It is the opportunity to ask questions to clarify any uncertainties that exist.

B. Submission of Pre-Bid Questions

Questions related to this solicitation must be directed in writing to the Project Manager. Written questions may be emailed or faxed to the Project Manager. Answers to pre-bid questions will be posted on the Agency's website (www.medicaid.alabama.gov) as specified in the Schedule of Activities.

Bidders cannot contact or ask questions of other Medicaid staff. Contact with or questioning of Medicaid staff to obtain information about this ITB other than written inquiries to the project manager by a bidder regarding this bid shall result in the rejection of the bid.

Questions must be received by the date specified in the Schedule of Activities. **Questions received after this date cannot be considered.** Questions pertaining to this solicitation should specifically reference the page and paragraph numbers in the ITB to which the question refers. Vague or non-specific questions may be returned to bidders for clarification. In addition, the final set will be posted to the Medicaid webpage. Medicaid must receive all clarifications by the deadline date for questions.

VI. AMENDMENTS TO BID

Amendments may be issued subsequent to the issue date of this solicitation. Receipt of solicitation amendments must be acknowledged by the potential bidder by signing and returning the signature page of the amendment to Medicaid. Acknowledgements must also be returned as a part of the bidder's proposal.

VII. BID REJECTION

Notwithstanding any other provision of this solicitation, Medicaid expressly reserves the right to:

- (a) Waive any immaterial mistake or formality;
- (b) Reject any or all bids, or portions thereof; and/or
- (c) Reissue the ITB
- (d) Any deviations in the bidder's response from the outline described below, or failure to respond could disqualify that bid due to evaluation considerations.

VIII. BID SUBMISSION FORMAT REQUIREMENTS

A. General

Each bid shall be submitted with one (1) original and six (6) original-quality copies under sealed cover, and shall be received no later than the date and time specified in the Schedule of Activities. Sealed bid packages shall be delivered or sent by mail to:

State of Alabama
Division of Purchasing
RSA Union Building
100 N. Union Street
Suite 192
Montgomery, AL 36130-2401
Attention: Jennifer Sigler

The outside cover of the package containing the bid shall be marked:

Alabama Medicaid Eyeglass Contract
BID # 08-X-2194236
Bid Opening Date: May 13, 2008
Proposed Contract Award: May 20, 2008
Contract Start Date: July 1, 2008

Bids submitted in whole or part by modem or fax will be rejected. Late bids will be rejected. It is the responsibility of the bidder to ensure the bid is delivered by the time specified. Bids received after that time will not be considered.

B. Bid Submission Format

All bids submitted must present a complete and detailed description of the bidder's qualifications and ability to meet all the requirements of the ITB. **Failure to address any of the required bid specifications will result in the bid not meeting the responsiveness requirement. Bids not deemed responsive will not be considered.**

To facilitate the bid preparation, this ITB is available on a CD compatible with Microsoft Office Word 2007 format by request and is posted to the Alabama Medicaid Webpage. Please note that all Attachments may not be available via electronically.

1. Contents:
Each bid (including all copies thereof) shall be 1) clearly sequentially numbered on the bottom (center) of each page, 2) submitted in three- (3-) ring binders, and 3) use 8.5 x11-inch paper and two-sided copies. A type size of eleven (11) points or larger shall be used. The name and number of this ITB shall be included on the title page of each volume.

The Division of Purchasing desires and encourages that bids be submitted on recycled paper,

printed on both sides. While the appearance of bids and professional presentation is important, the use of non-recyclable or non-recycled glossy paper is discouraged.

2. Presentation:

Program specifics and descriptive information must be inserted as appropriate. All Attachments including flowcharts, provider subcontracts, and copies of other program information should be properly identified.

Brochures or other presentations, beyond that sufficient to present a complete and effective bid, are not desired. Audio and/or videotapes are not allowed. Elaborate artwork or expensive paper is not necessary or desired.

3. Page Length:

Economy in preparation is encouraged. Additional credit is not given for extra description beyond that which is necessary. Bids must be within a 50 (front and back for a total of 100) page limit, with up to an additional 50 (front and back for a total of 100) pages as necessary for Attachments.

NOTE: The transmittal letter and its Attachments are not considered in the page limits.

4. Bid Organization:

- a. The bid must contain an Executive Summary of no more than three pages and should provide a brief overview of the history of the organization submitting the bid, experience of the entity, and proposed administration.
- b. The bid must contain a cover sheet which identifies a contact person for the bid including full name, title, address, telephone number, e-mail address and fax number. All correspondence regarding the bid will be directed to this individual.
- c. Bids must be organized following the outline specified in Section D. Medicaid will use the outline as a checklist to perform its first overall evaluation of the bid submitted, prior to a more in-depth evaluation. It is recommended that the Proposed Contractor verify the contents of the bid to ensure that all ITB requirements have been met. All pages of bid shall be numbered sequentially. It is permissible to copy Medicaid forms if required.
- d. An authorized representative shall initial erasures, interlineation or other modifications of the bid in original ink. Medicaid discourages submission of bids that contain erasures, modifications or interlineation. Bids should be in final format at the time of submission.

C. Withdrawal of Bid

A bid may be withdrawn at any time prior to the award date by submitting a withdrawal in writing signed by a person with appropriate authority.

D. Bid Sections

The response shall include eleven sections with named and numbered tabs and should be presented in the following order:

1. Transmittal Letter
2. Table of Contents
3. Understanding of Contract Requirements
4. Management Plan
5. Resumes for Key Personnel
6. Company Resources
7. Corporate Experience

8. Past Performance
9. References
10. Submission of firm and fixed bid price
11. Appendices

The original copy should also include a separate sealed envelope containing submission of firm and fixed bid price for ITB requirements on the form required by Purchasing.

E. Transmittal Letter

The Transmittal Letter is a cover letter addressed to the Alabama Medicaid Agency and the State Department of Purchasing. The Transmittal Letter shall include the following information:

1. Identification of all materials and enclosures being submitted collectively as a response to this ITB.
2. A statement identifying each amendment or addendum to this ITB that has been received; if no amendments or addenda have been received, a statement to that effect shall be included. The bidder shall list each ITB amendment or addendum acknowledged and received, by amendment or addendum number.
3. Identification of the bidder that will be the prime contractor and the name of the corporation or other legal entity submitting the proposal. It shall also include a statement identifying any and all subcontractors that are needed in order to satisfy the requirements of this ITB. The percentage of work, as measured by percentage of total contract price, to be performed by the prime contractor shall be provided. The bidder will assume sole and exclusive responsibility for all of the contractor responsibilities and work indicated in the ITB (including any and all addenda).
4. A statement certifying that the bidder, if a foreign corporation, has a current Certificate of Authority to do business in Alabama issued from the Alabama Secretary of State (include a copy of Certificate of Authority with bid).
5. A statement of compliance with Affirmative Action and Equal Employment Opportunity regulations that confirms that the bidder does not discriminate in its employment practices with regard to race, color, religion, age (except as provided by law), sex, marital status, developmental disability, political affiliation, national origin, or handicap, and complies with all applicable provisions of Public Law 101-336, Americans with Disabilities Act.
6. A statement acknowledging and agreeing to all of the rights of the Alabama Medicaid Agency contained in the provisions of this ITB.
7. A statement that the prices proposed have been arrived at independently without consultation, communication, or agreement with any other bidder or competitor involved in this procurement for this contract.
8. A statement that the bidder, through its duly authorized representatives, has in no way entered into any arrangement or agreement with any other bidder or competitor which could lessen or destroy free competition in awarding the contract sought by the attached bid.
9. A statement that, unless otherwise required by law, the prices quoted shall not be knowingly disclosed by the bidder, directly or indirectly, prior to award of the contract, to any other bidder or to any competitor.

10. A statement that the bidder has not and will not make any attempt to induce any other person or firm to withhold or submit a bid for the purposes of restricting competition.
11. A statement that the person signing this bid is authorized to make decisions on behalf of the bidder's organization as to the prices quoted.
12. A statement that no person or agency has been employed or retained to solicit or secure the proposed contract based on an agreement or understanding for a commission, percentage, brokerage, or contingent fee.
13. A statement that the bidder and its subcontractors will maintain a drug-free workplace.

F. Deviations

If the bidders' response deviates, in any way whatsoever, from the detailed specifications and requirements in the ITB, the Transmittal Letter shall explicitly identify and explain these deviations. The Alabama Medicaid Agency reserves the right, at its sole discretion, to reject any proposal containing such deviations or to require modifications and/or clarifications before acceptance.

Bidders may not place any conditions, reservations, limitations, or substitutions in their response with regard to the contract terms and conditions. The bidder selected under this ITB may request non-substantive changes to the contract language, but the State reserves the sole right to accept or reject any requested changes.

IX. BID RESPONSE

A. Procedure

The bid response must present a complete and detailed description of the bidder's qualifications to perform, and its approach to carry out the requirements in Section II, Scope of Work, of this ITB. Any deviations in the bidder's response from the outline described below could disqualify that bid due to evaluation considerations. The name and number of this ITB shall be included on the title page of each volume.

Each response (including all copies thereof) shall be 1) clearly page-numbered on the bottom (center) of each page, 2) submitted in three-ring binders, and 3) use 8.5 x 11-inch paper and two-sided copies. A type size of 11 points or larger shall be used.

Brochures or other presentations, beyond that sufficient to present a complete and effective response, are not desired. Audio and/or videotapes are not allowed. Elaborate artwork or expensive paper is not necessary or desired.

The Division of Purchasing desires and encourages that bids be submitted on recycled paper, printed on both sides. While the appearance of proposals and professional presentation is important, the use of non-recyclable or non-recycled glossy paper is discouraged.

Each bid should be prepared in two parts, a Technical Bid and a Price Bid. The Technical Bid shall present a complete and detailed description of the bidder's qualifications to perform and its approach to carry out the requirements in the Scope of Work of this ITB. Technical Bids will be evaluated on a Scoring Process.

Bidders shall also provide a firm and fixed price for the requirements of this ITB in a separate, sealed envelope accompanying the original copy of the bid.

B. Firm Fixed Bid Price

The response will include the bidder's total Fixed Price Quote representing the fixed, not estimated, costs that bidder requires in order to furnish eyeglasses according to the requirements of this ITB. Estimated total Fixed Price cost responses cannot be evaluated and will not be considered. This includes any attempt on the bidder to bind Medicaid to the numbers or estimates given in the ITB. Fixed prices shall be established to include the following:

- Eyeglasses case;
- Mailing eyeglasses to optometric providers. Eyeglasses shall be packaged in substantial containers as to ensure safe acceptable delivery by common or other carriers;
- Printing and distributing a job order form to optometric and eye care providers as required;
- Printing and distributing to optometric providers, a pictorial flyer depicting contract frames and specifications.

As part of the firm and fixed price submission, bidders should include details to support the development of their bid price including the amounts/percentages of the bid to be spent on each component.

If the bid does not contain a firm and fixed price, then the bid will not be considered to meet bid submission requirements.

C. Bid Guarantee

Each sealed bid shall be accompanied by a bid guarantee consisting of a bid bond issued by a company authorized to do business in the State of Alabama. The guarantee shall be payable to the State of Alabama in the amount of five thousand dollars (\$5,000.00), as a guarantee of good faith and to ensure a firm bid for contracting purposes for ninety (90) calendar days after bid due date. Bid guarantees provided by unsuccessful bidders will be returned after ninety (90) calendar days.

D. Bid Opening

Bid responses shall be opened in accordance with the Schedule of Activities at the office of the State Department of Finance, Division of Purchasing, Suite 192, RSA Union Building, 100 N. Union Street, Montgomery, Alabama. This process is open to the public.

E. Acceptable Bids

All bids become the property of the State of Alabama, and none shall be returned to the bidder. Only bids that conform to the requirements of this solicitation shall be acceptable. The state reserves the right to reject any or all bids. There is no guarantee that a contract shall result from this solicitation. The State accepts no obligation for costs incurred by any bidder in the preparation of a bid in response to this ITB.

X. EVALUATION OF BIDS

If the bid is found to meet the bid submission requirements, the State will use a formal Evaluation to conduct the evaluation and scoring process. The Evaluation Committee will be composed of Alabama Medicaid Agency personnel and optometrist providers. Medicaid's fiscal agent, EDS will separately evaluate and score vendor's capability of: hard-copy claim submission when necessary, HIPAA Compliant Specifications for 837 Transactions, and computer hardware with specifications contained within this ITB. Bidder's Profit and Loss Statement shall be evaluated by Medicaid's Financial Management Division

Three major categories will be evaluated to determine the successful bidders of this ITB.

A. Phase I – Evaluation of Bid Submission Requirements

The Division of Purchasing will review the bid submission process to determine if the bid was submitted according to the specifications herein.

B. Phase II – Evaluation of Mandatory Requirements

Bids shall be rated as responsive or non-responsive. *Bids not addressing all of the evaluation criteria in full will be declared non-responsive and will not be evaluated.* Medicaid also reserves the right to reject any and all bids if price is excessive or quality of product is inferior.

C. Phase III-Scoring Process

The Evaluation Committee shall separately analyze and evaluate all bids. Subsequently, scores will be totaled and averaged and the responsive bidder with the highest total weight score will be awarded the contract. Each evaluation criteria listed below will be scored as indicated. These criteria (*italicized*) are defined in IV.B, "Entities submitting bids must."

	Maximum Points
1. Price *	40 points
2. Understanding requirements	6 points
3. Management plans and project design	12 points
4. Key personnel	10 points
5. Company resources	12 points
6. Corporate experience	12 points
7. Past performance	8 points
Total Points	<hr/> 100 points

* 40 points awarded to the lowest price bid. Other bids will receive a lesser price score as determined by established formula calculation criteria.

The State reserves the right to request clarification from bidders for information provided in the bid for the purpose of determining responsibility of the bidder and responsiveness to the bid requirements. The State also reserves the right to contact any of the references listed in the bid. The State reserves the right to reject any and all bids.

D. On-Site Visits

In order to better understand the bidder's proposal and plan to meet ITB requirements being proposed, site visits may be scheduled by Medicaid to meet with the proposing entity and/or a demonstration by the bidder may be required.

E. Non-Responsiveness

Any bidder will be notified in writing if their bid is deemed non-responsive. Upon a finding of failure to meet responsiveness or responsibility requirements, a bidder may be allowed to ask to submit additional information or testimony to support their position that their bid is responsive and responsible. Bidders may be asked to appear before appropriate state officials to make such a presentation. After presentation of this rebuttal information a final decision will be issued. The final decision may be appealed pursuant to Section 41-16-31 Code of Alabama (1975).

H. Protest Guarantee

A bond issued by a company authorized to do business in the State of Alabama shall accompany any protest filed after the award of the bids. The guarantee shall be payable to the State of Alabama and shall

be in an amount that will be an adequate guarantee of good faith in the filing of such protest and in an amount that will allow the Alabama Medicaid Agency to recover the costs incurred as a result of the filing of an unsuccessful bid protest. This bond will be returned to the protester shall such protest be well founded. The amount of the bond shall be ten thousand dollars (\$10,000.00).

XI. RIGHTS OF MEDICAID

This ITB does not commit the State of Alabama to award a contract, or pay any cost incurred in the preparation of an ITB to this request. The Alabama Medicaid Agency reserves the right to reject all bids and at its discretion may withdraw or amend this ITB at any time.

Alabama Medicaid Agency may by written notice revise and amend the solicitation prior to the due date for ITB. If, in the opinion of Medicaid, revisions or amendments will require substantive changes in ITB, the due date may be extended at the sole discretion of Medicaid.

XII. POST ITB CONTRACT AWARD

A. TERMS AND CONDITIONS

(a) Contract Offering

A bid filed in response to this ITB is an offer to contract with the Medicaid Agency based upon the terms, conditions, scope of work and specifications of the ITB. Only those responses passing the *mandatory requirements* will be considered in the final response evaluation. After the determination of whether a bid is considered responsive and responsible, the contract award will be based on the highest score. The Division of Purchasing will then notify the awarded contractor and a Contract and Disclosure Statement – State of Alabama (Attachment D and E) will then be forwarded for appropriate signatures.

Bids do not become contracts unless and until the Department of Finance accepts them. A contract is formed when the Department of Finance provides written notice of award to the successful bidder and has delivered to the successful bidder, all of the terms and conditions of the contract contained in this solicitation, solicitation amendments and subsequent contract modifications, if any, signed by Medicaid. After such contract is fully executed and approved by all applicable authorities, it will be considered binding. Medicaid may also, at its option, modify any requirements described herein. All bidders will be promptly notified of award.

Submission of a response to this ITB, acceptance of the award, and signing of the contract constitute evidence of Contractor's understanding of and agreement to the terms and conditions expressed in this ITB and contract.

(b) General

This ITB and any amendments thereto, Contractor's bid, and all questions and answers made final shall be incorporated into the contract by the execution of a formal agreement. No alteration or variation of the terms of the contract shall be valid unless made in writing and duly signed by the parties thereto. The contract may be amended by written agreement duly executed by the parties. Every such amendment shall specify the date its provisions will be effective as agreed to by the parties. The contract and amendments, if any, are subject to approval by the Governor of the State of Alabama and CMS.

(c) Contract Requirements Meeting

After formal award, but prior to commencement of work, Medicaid and the successful Contractor MAY meet to ensure that Contractor understands, and agrees to accept the obligations contained in the ITB, including the applicable rules and regulations, any amendments to the ITB, and ITB questions and answers. Any areas in the Contractor's proposal which require, in the sole discretion of Medicaid, further clarification to insure understanding and acceptance by the Contractor of all the duties and responsibilities required by

Medicaid for the firm and fixed price bid shall be addressed by Medicaid prior to commencement of work. Any unwillingness by Contractor to meet the requirements expressed in the ITB, any amendments thereto, or as further explained in the ITB questions and answers for the firm and fixed price bid may result in rejection of Contractor's bid, and consideration by Medicaid of the proposal submitted by the next highest score, responsive, responsible bidder. If held, the meeting is to be conducted within 20 calendar days of contract award.

(d) Contract Term

The initial contract shall be for twelve (12) months. The contract period will be July 1, 2008 through June 30, 2009. Medicaid shall have two (2) one-year options for extending this contract. At the end of the contract period Medicaid may at its discretion, exercise the extension option and allow the period of performance to be extended at the **same rate** paid by Medicaid for the initial contract term. Such option shall be exercised by written notice to the Contractor within ninety (90) days prior to the termination date of the contract or any extension. In no event shall the term of the original contract plus the extension option exceed a total of three years. The extension will operate under the same terms and conditions as the initial contract.

Contractor shall not begin performing work under this contract until notified to do so by Medicaid. Contractor is entitled to no compensation for work performed prior to the effective date of this contract.

(e) Contract Elements

The contract for eyewear services shall include the following:

1. Executed contract,
2. ITB, and any amendments thereto,
3. Contractor's response bid to the ITB,

And the applicable provisions of:

1. Title XIX of the Social Security Act, as amended and regulations promulgated thereunder by HHS and any other applicable federal statutes and regulations
2. The statutory and case law of the State of Alabama
3. The Alabama State Plan for Medical Assistance under Title XIX of the Social Security Act, as amended
4. The Alabama Medicaid Agency Administrative Code
5. Medicaid's written response to prospective bidders' questions.
6. Medicaid Provider Billing Manual
7. The Code of Federal Regulations (CFR)

It is the responsibility of the Contractor to be aware of and maintain current copies of the contract elements.

(f) Cooperation

Effective implementation and maintenance of oversight services regarding eyeglasses production shall require close cooperation between Medicaid and Contractor. To this end, the parties agree to work mutually in solving problems. Contractor shall make known and fully describe to Medicaid, in writing, any difficulties encountered that threaten required performance or when such a potential exists. Such difficulties may include, but are not limited to:

1. interpretation of Medicaid policies and procedures
2. meeting reporting requirements
3. access to eyeglasses
4. availability of staff

Contractor shall notify Medicaid's designee for program management, by telephone within one (1) working day of discovery of any problem that has already occurred, or within one (1) working day of the identification

of potential problems that threaten required performance. All telephone notices shall be followed up in writing, including any action taken, within three (3) business days.

(g) Change of Address

Contractor shall no later than the last postal business day of the contract submit to the United States Postal Service a standard change of address form indicating the new mailing address supplied to it by the successor Contractor. A change of address shall be turned in for each street address, post office box, or post office drawer used for receiving delivery of Medicaid PA requests and correspondence.

(h) Compliance with State and Federal Regulations

Contractor shall perform all services under the contract in accordance with applicable federal and state statutes and regulations. Medicaid retains full operational and administrative authority and responsibility over the Alabama Medicaid Program in accordance with the requirements of the federal statutes and regulations as the same may be amended from time to time.

(i) Confidentiality

Contractor shall treat all information, and in particular information relating to enrollees that is obtained by or through its performance under the contract, as confidential information to the extent confidential treatment is provided under State and Federal laws including 45 CFR §160.101 – 164.534. Contractor shall not use any information so obtained in any manner except as necessary for the proper discharge of its obligations and duties under this contract. All information as to personal facts and circumstances concerning enrollees obtained by Contractor shall be treated as privileged communications, shall be held confidential, and shall not be divulged to anyone other than the agencies already specified without written consent of Medicaid or the enrollee, provided that nothing stated herein shall prohibit the disclosure of information in summary, statistical, or other form that does not identify particular individuals. The use or disclosure of information concerning enrollees shall be limited to purposes directly connected with the administration of the State Plan. Upon signing of this contract by all parties, the terms of the contract become available to the public pursuant to Alabama law. Contractor agrees to allow Medicaid or its designee access to all documents, papers, letters, or other material generated under this contract. Contractor will not allow access to such documents to any other person or entity without express consent of Medicaid.

Contractor shall insure safeguards that restrict the use or disclosure of information concerning applicants and recipients to the purpose directly connected with the administration of the Plan in accordance with 42 CFR Part 431, Subpart F, as specified in 42 CFR § 434.6(a)(8). Purposes directly related to the Plan administration include:

- (a) Establishing eligibility;
- (b) Determining the amount of medical assistance;
- (c) Providing services for recipients; and
- (d) Conducting or assisting an investigation, prosecution, or civil or criminal proceeding related to the administration of the Plan.

Pursuant to requirements of the Health Insurance Portability and Accountability Act (HIPAA) of 1996 (Public Law 104-191), the successful contractor will be required to sign a Business Associate agreement with the Agency. (Attachment F)

(j) Federal Non-Disclosure Requirements

Each officer or employee of any person to whom Social Security information is or may be disclosed shall be notified in writing by such person that Social Security information disclosed to such officer or employee can be only used for authorized purposes and to that extent and any other unauthorized use herein constitutes a felony punishable upon conviction by a fine of as much as \$5,000 or imprisonment for as long as five years, or both, together with the cost of prosecution. Such person shall also notify each such officer or employee that any such unauthorized further disclosure of Social Security information may also result in an award of

civil damages against the officer or employee in an amount not less than \$1,000 for each instance of unauthorized disclosure. These penalties are prescribed by IRC Sections 7213 and 7431 and set forth at 26 CFR 301.6103(n).

Additionally, it is incumbent upon the contractor to inform its officers and employees of penalties for improper disclosure implied by the Privacy Act of 1974, 5 U.S.C. 552a. Specifically, 5 U.S.C. 552a (i) (1), which is made applicable to contractors by 5 U.S.C. 552a (m) (1), provides that any officer or employee of a contractor, who by virtue of his/her employment or official position, has possession of or access to agency records which contain individually identifiable information, the disclosure of which is prohibited by the Privacy Act or regulations established thereunder, and who knowing that disclosure of the specific material is prohibited, wilfully discloses that material in any manner to any person or agency not entitled to receive it, shall be guilty of a misdemeanor and fined not more than \$5,000.

(k) Contract Amendments

The contract shall be deemed to include all applicable provisions of the State Plan and of all state and federal laws and regulations applicable to the Alabama Medicaid Program, as they may be amended. In the event of any substantial change in such Plan, laws, or regulations, which materially affects the operation of the Alabama Medicaid Program, or the costs of administering such Program, either party, after written notice and before performance of any related work, may apply in writing to the other for an equitable adjustment in compensation caused by such substantial change. In the event of any such substantial change that decreases Contractor's cost of performance, Medicaid shall be entitled to a decrease in Contractor reimbursement commensurate with such substantiated change mandated by Medicaid that increases Contractor's cost of performance, may in the sole discretion of Medicaid entitled to an increase in reimbursement commensurate with such substantiated increased cost. Such payment shall not exceed the lowest rates or charges Contractor makes available to any other customer.

Only amendments in writing and signed by duly authorized representatives of the Contractor, Medicaid and the Governor of the State of Alabama shall be effective. No covenant, condition, duty, obligation or undertaking contained in or made a part of the contract shall be waived except by written agreement or the parties.

(l) Notice to Parties

Any notice to Medicaid under the contract shall be sufficient when mailed to Alabama Medicaid Agency, Attention, Eye Care Services Program, 501 Dexter Avenue, P.O. Box 5624, Montgomery, Alabama 36103-5624. Any notice to Contractor shall be sufficient when mailed to Contractor at the address given in this ITB or on the contract after signing. All notices shall be given by certified mail, return receipt requested.

(m) Force Majeure

Both parties to this contract shall be excused from performance hereunder for any period that the State or Contractor is prevented from performing such services pursuant hereto for any delays or failures in performance, whole or in part, as a result of an act of God, war, civil disturbance, epidemic, or court order, such non-performance shall not be a ground for termination for default.

(n) Disaster Recovery Plan

Contractor shall provide Medicaid, for approval, prior to contract start date, a written implementation plan addressing satisfactory back-up arrangements for data processing equipment and files to provide continued contract performance in the event of machine failure or loss of records.

(o) Warranties Against Broker's Fees

Contractor warrant that no person or selling agent has been employed or retained to solicit or secure the contract upon an agreement or understanding for a commission percentage, brokerage or contingency fee

bona fide employees. In the event of a breach of this warranty by the Contractor, Medicaid shall have the right to terminate this contract without any liability whatsoever, or, in its discretion, to deduct from the contract price or consideration or otherwise recover the full amount of such fee, commission, percentage, brokerage fee, gift or contingent fee.

(p) Prohibition Against Assignment

Contractor may not assign this contract to any third party without prior written approval of Medicaid.

(q) Novation

In the event of a change in the corporate or company ownership of Contractor, Medicaid shall retain the right to continue the contract with the new owner or terminate the contract. The new corporate or company entity must agree to the terms of the original contract and any amendments thereto. During the interim between legal recognition of the new entity and Medicaid execution of the novation agreement, a valid contract will continue to exist between Medicaid and the original Contractor. When, to Medicaid's satisfaction, sufficient evidence has been presented of the new owner's ability to perform under the terms of the contract, Medicaid may approve the new owner and a novation agreement shall be executed.

(r) Employment Basis

It is expressly understood and agreed that Medicaid enters into this agreement with Contractor and any subcontractor as authorized under the provisions of this contract as an independent Contractor on a purchase of service basis and not on an employer-employee basis and not subject to State Merit System law.

(s) Disputes

Except in those cases where the bid response exceeds the requirements of the ITB, any conflict between the bid response of Contractor and the ITB shall be controlled by the provisions of the ITB. Any dispute concerning a question of fact arising under these contracts which are not disposed of by agreement shall be decided by the Commissioner of Medicaid.

The Contractor's sole remedy for the settlement of any and all disputes arising under the terms of this agreement concerning compensation claimed to be due and payable to Contractor, or any aspect of the performance of duties by Contractor shall be limited to the filing of a claim with the Board of Adjustment for the State of Alabama. Pending a final decision of a dispute hereunder, Contractor must proceed diligently with the performance of these contracts in accordance with the disputed decision.

For any and all disputes arising under the terms of this contract, the parties hereto agree, in compliance with the recommendations of the Governor and Attorney General, when considering settlement of such disputes, to utilize appropriate forms of non-binding alternative dispute resolution including, but not limited to, mediation by and through the Attorney General's Office of Administrative Hearings or where appropriate, private mediators.

(t) Litigation

Any litigation brought by Medicaid or Contractor regarding any provision of these contracts shall be brought in either the Circuit Court of Montgomery County, Alabama, or the United States District Court for the Middle District of Alabama, Northern Division, according to the jurisdictions of these courts. This provision shall not be deemed an attempt to confer any jurisdiction on these courts which they do not by law have, but is a stipulation and agreement as to forum and venue only,

(u) Attorneys' Fees

In the event that the State shall prevail in any legal action arising out of the performance or non-performance of this contract, Contractor must pay, in addition to any damages, all expenses of such action including reasonable attorneys' fees and costs. This requirement applies regardless of whether Medicaid is

represented by staff counsel or outside counsel. Fees and costs of defense shall be deemed to include administrative proceedings of all kinds, as well as all actions at law or equity.

(v) Waivers

No covenant, condition, duty, obligation, or undertaking contained in or made a part of the contract can be waived except by written agreement of the parties.

(w) Not To Constitute A Debt of The State

Under no circumstances shall any commitments by Medicaid constitute a debt of the State of Alabama as prohibited by Article XI, Section 213, Constitution of Alabama of 1901, as amended by Amendment 26. It is further agreed that if any provision of this contract shall contravene any statute or Constitutional provision or amendment, whether now in effect or which may, during the course of this Contract, be enacted, then that conflicting provision in the contract shall be deemed null and void. The contractor's sole remedy for the settlement of any and all disputes arising under the terms of this agreement shall be limited to the filing of a claim against Medicaid with the Board of Adjustment for the State of Alabama.

(x) Debarment

Contractor hereby certifies that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any Federal department or agency.

B. TERMINATION OF CONTRACT

This Contract may be terminated by Medicaid for any or all of the following reasons:

- For any default by the Contractor;
- For the convenience of Medicaid;
- In the event of the insolvency of or declaration of bankruptcy by the Contractor; and
- In the event sufficient appropriated, or otherwise obligated funds, either state or federal, no longer exist for the payment of Medicaid's obligation hereunder.

Each of these is described in the following subsections.

(a) Termination for Default

The failure of the Contractor to perform or comply with any term, condition, or provision of this contract shall constitute a default by the Contractor. In the event of default, Medicaid shall notify the Contractor by certified or registered mail, return receipt requested, of the specific act or omission of the Contractor which constitutes default. A copy of written notice shall be sent to any surety for Contractor's Performance Guarantee.

Contractor will have thirty (30) calendar days from the date of receipt of such notification to cure such default. In the event of default, and during the above-specified period, performance under the contract shall continue as though the default had never occurred. In the event the default is not cured in thirty (30) calendar days, Medicaid may, at its sole option, terminate the contract for default and proceed to seek appropriate relief from Contractor and Surety. Such termination shall be accomplished by written notice of termination forwarded to the Contractor by certified or registered mail, return receipt requested, and shall be effective at the close of business on the date specified in the notice. If it is determined, after notice of termination for default, that the Contractor's failure was due to causes beyond the control of and without error or negligence of the Contractor, the termination shall be deemed a termination for convenience.

(b) Termination for Convenience

Medicaid may terminate performance of work under the Contract in whole or in part whenever, for any reason, Medicaid shall determine that such termination is in the best interest of the State. In the event that

Medicaid elects to terminate the contract, pursuant to this provision, it shall so notify the Contractor by certified or registered mail, return receipt requested. The termination shall be effective as of the date specified in the notice.

(c) Termination for Bankruptcy or Insolvency

The filing of a petition for voluntary or involuntary bankruptcy of a company or a corporate reorganization pursuant to the Bankruptcy Act shall, at the option of Medicaid, constitute default by Contractor effective the date of such filing. Contractor must inform Medicaid in writing of any such action(s) immediately upon occurrence by the most expeditious means possible. Patients and/or subcontractors cannot be held liable for unpaid debt caused by the Contractor's bankruptcy or insolvency.

(d) Termination for Unavailability of Funds

Performance by the State of Alabama of any of its obligations under the contract is subject to and contingent upon the availability of state and federal monies lawfully applicable for such purposes. This Contract is conditional upon the availability of funds. Should funds become unavailable during the term of the Contract, the Contract shall terminate upon notice by Medicaid to Contractor and Contractor will be entitled to reimbursement for services provided prior to termination upon submission of a certified, itemized invoice that details the work performed prior to the termination.

(e) Procedure for Termination

Contractor must:

1. Stop work under the contract on the date and to the extent specified in the notice of termination;
2. Place no further orders or subcontracts for materials, services, except as may be necessary for completion of such portion of work under the contract as is not terminated;
3. Terminate all orders and subcontracts to the extent that they relate to the performance of work terminated by the notice of termination;
4. Assign to Medicaid in the manner and to the extent directed by the Medicaid Commissioner all of the rights, title, and interest of the Contractor under the orders or subcontracts so terminated, in which case Medicaid shall have the right, in its discretion, to settle or pay any or all claims arising out of the termination of such orders and subcontracts;
5. With the approval or ratification of the Medicaid Commissioner, settle all outstanding liabilities and all claims arising out of such termination or orders and subcontracts, the cost of which would be reimbursable in whole or in part, in accordance with the provisions of the contract;
6. Complete the performance of such part of the work as shall not have been terminated by the notice of termination; and
7. Take such action as may be necessary, or as the Medicaid Commissioner may direct, for the protection and preservation of any and all property or information related to the contract which is in the possession of the Contractor and in which Medicaid has or may acquire an interest.

(f) Termination Claims

After receipt of a notice of termination, Contractor must submit to the Medicaid Commissioner any termination claim in the form and with the certification prescribed by the Medicaid Commissioner. Such claim shall be submitted promptly but in no event later than sixty (60) days from the effective date of termination. Upon failure of the Contractor to submit its termination claim within the time allowed, the Medicaid Commissioner may, subject to any review required by State procedures in effect as of the date of execution of the contract, determine, on the basis of information available, the amount, if any, due to the Contractor by reason of the termination and shall thereupon cause to be paid to the Contractor the amount so determined.

Upon receipt of notice of termination, Contractor has no entitlement to receive any amount for lost revenues or anticipated profits or for expenditures associated with this or in any other contract. Contractor will be paid only by the following upon termination:

- At the contract price(s) for completed deliverables and services delivered to and accepted by Medicaid; and/or
- At a price mutually agreed by the Contractor and Medicaid for partially completed deliverables.

In the event of the failure of the Contractor and Medicaid to agree in whole or in part as to the amounts with respect to costs to be paid to the Contractor in connection with the total or partial termination of work pursuant to this article, Medicaid shall determine on the basis of information available the amount, if any, due to the Contractor by reason of termination and shall pay to the Contractor the amount so determined.

(g) Contractor's Duties Upon Expiration/Termination

(i) Transfer of Documents

At Medicaid's discretion, but no later than three (3) working days following expiration or termination of the contract, Contractor, at its expense, shall box, label, and deliver to Medicaid, the following items:

1. Any information, data, manuals, records, claims or other documentation which shall permit Medicaid to continue contract performance or contract for further performance with another Contractor
2. Contractor shall organize information, data, manuals, records, claims and other documentation by contract component as well as label information, data, manuals and other documentation so that it may be easily understood and identified.

(ii) Dialogue

Contractor shall at any time during the transition period and up to ninety (90) calendar days after expiration of the contract answer all questions and provide all dialogue and training that Medicaid deems necessary to enable the successor. All such communications shall be with or through the project manager.

C. EMPLOYMENT PRACTICES

(a) Nondiscrimination Compliance

Contractor shall comply with Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, the Age Discrimination Act of 1975, Executive Order No. 11246, as amended by Executive Order No. 11375, both issued by the President of the United States, the Americans with Disabilities Act of 1990, and with all applicable federal and state laws, rules and regulations implementing the foregoing statutes with respect to nondiscrimination in employment.

(b) Small and Minority Business Enterprise Utilization

In accordance with the provisions of 45 CFR Part 74 and Attachment 0, paragraph 9 of OMB Circular A-102, affirmative steps shall be taken to ensure that small and minority businesses are utilized when possible as sources of supplies, equipment, construction, and services.

(c) Worker's Compensation

Contractor shall provide and maintain workman's compensation insurance for all of its employees under the contract or any subcontract thereof, if required by state law during the life of this contract.

(d) Employment of State Staff

Contractor shall not knowingly engage on a full-time, part-time, or other basis during the term of this contract any professional or technical personnel or contractual consultants who are or have been in the employment of Medicaid during the twelve (12) months prior to the effective date of this contract without the written consent of Medicaid. Certain Medicaid employees may be subject to more stringent employment restrictions under the Alabama Code of Ethics, §36-25-1, et seq., Code of Alabama 1975.

(e) Non Discrimination in Providing Services

Contractors shall follow non-discriminatory standards of care, which include but are not limited to:

- (1) Providing the same standard of care for all Medicaid Recipients regardless of the eligibility category.
- (2) Ensuring that no person will, on the grounds of race, color, creed, national origin, age or handicap, be denied the benefits of, be excluded from participation in, or be subjected to discrimination under any program of services provided by Medicaid.
- (3) Compliance with Federal Civil Rights and Rehabilitation Acts is required of a provider participating in the Alabama Medicaid Program.

D. GUARANTEES, WARRANTIES, CERTIFICATIONS

(a) Indemnification

Contractor shall hold harmless, defend and indemnify Medicaid as to any penalties or federal recoupment and any interest incurred by reason of any Title XIX noncompliance due to the fault of Contractor and/or any subcontractors. The term "Title XIX noncompliance" shall be construed to mean any failure or inability of Medicaid to meet the requirements of Title XIX of the Social Security Act, due to an act or omission of Contractor or subcontractor and/or any regulations promulgated by the federal government in connection therewith.

Contractors shall be liable and agree to be liable for and shall indemnify, defend, and hold the State and Medicaid and their officers, employees and agent harmless from all claims, suits, judgments or damages, including court costs and attorney fees, arising out of or in connection with this contract due to negligent or intentional acts of omissions of the Contractor and/or any subcontractors. Contractor shall hold the State and Medicaid harmless from all subcontractor liabilities under the terms of this contract.

Contractor agrees to indemnify, defend, and hold harmless Medicaid, its officers, agents, and employees from:

Any claims or losses attributable to a service rendered by Contractor or any subcontractor, person, or firm performing or supplying services, materials, or supplies in connection with the performance of the contract regardless of whether Medicaid knew or should have known of such improper service, performance, materials or supplies unless otherwise specifically approved by Medicaid in writing in advance.

Any claims or losses attributable to any person or firm injured or damaged by the erroneous or negligent acts, including without limitation, disregard of Federal or State Medicaid regulations or statutes, of Contractor, its officers, employees, or subcontractors in the performance of the contract, regardless of whether Medicaid knew or should have known of such erroneous or negligent acts.

Any failure of Contractor, its officers, employees, or subcontractors to observe Alabama laws, including, but not limited to, labor laws and minimum wage laws, regardless of whether Medicaid knew or should have known of such failure.

If at any time during the operation of this contract, Medicaid gains actual knowledge of any erroneous, negligent, or otherwise wrongful acts by Contractor, its Officers, employees, or subcontractors, Medicaid agrees to give Contractor written notice thereof. Failure by Medicaid to give said notice does not operate as a waiver of Contractor's obligations to Medicaid, or a release of any claims Medicaid may have against Contractor.

(b) Security and Release of Information

Contractor shall take all reasonable precautions to ensure the safety and security of all information, data,

procedures, methods, and funds involved in the performance under the contract, and shall require the same from all employees so involved. In compliance with 42 CFR §431.300 et seq. Contractor shall conform to the requirements of federal and state regulations regarding confidentiality of information about eligible recipients. Contractor shall not release any data or other information relating to the Alabama Medicaid Program without prior written consent of Medicaid. This provision covers both general summary data as well as detailed, specific data. Contractor shall not be entitled to use of Alabama Medicaid Program data in its other business dealings without prior written consent of Medicaid. All requests for program data shall be referred to Medicaid for response by the Commissioner only.

(c) Share of Contract

No official or employee of the State of Alabama shall be entitled to any share of the contract or to any benefit that may arise therefrom.

(d) Conflict of Interest

The Contractor covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with its performance hereunder. The Contractor further covenants that in the performance of the contract no person having any such interest is presently employed or will be employed in the future by the Contractor.

(e) Performance Security Bond

In order to assure full performance of all obligations imposed on a Bidder contracting with the State of Alabama, the Bidder will be required to provide a performance security bond with a corporate bonding company licensed by the Alabama Department of Insurance in an amount equal to one months compensation expected of one-hundred and eighty-thousand dollars (\$180,000). The actual figure will be based on the firm and fixed price multiplied by 1/12th of the expected number of eyeglasses deliveries for the state. This bond shall be in force from that date through the term of the contract and one hundred eighty (180) calendar days beyond and shall be conditioned on faithful performance of all contractual obligations. The performance security bond must be submitted by Bidder thirty (30) working days prior to the contract start date. The form of security guarantee shall be one of the following:

- Cashiers check (personal or company checks are not acceptable)
- Other type of bank certified check
- Money order
- An irrevocable letter of credit
- Surety bond issued by a company authorized to do business within the State of Alabama

Failure of Contractor to perform satisfactorily, breach of contract, or termination of the contract shall cause the performance bond to become due and payable to the State of Alabama to the extent necessary to cover the cost incurred by Medicaid as a result of Contractor's failure to perform its contractual obligations. These costs include, but are not limited to, costs to correct any Medicaid program errors caused by Contractor's default and costs incurred by Medicaid for completion of the contracted work, including any costs associated with the preparation, solicitation, and award of a competitive bid for these contract services and any federal state or other penalties, sanctions, disallowances, or other such costs incurred by Medicaid as a result of Contractor's default and legal, administrative, and delay costs incurred as a result of Contractor's default and any liquidated damages necessary as a result of Contractor's default. The Department of Finance shall be custodian of the performance bond. Said bond shall be extended in the event Medicaid exercises its option to extend the contract.

If Bidder fails to deliver the required performance security, the proposal shall be rejected and the contract shall be awarded to the provider of the next ranked proposal. In the event of a breach of contract, either through quality problems, late delivery, unequivocal substitutions, non-performance, or other areas within the control of Bidder, Medicaid will notify Bidder in writing of the default and may assess reasonable charges against the Bidder's performance security. If, after notification of default, Bidder fails to remedy the

State's damages within ten (10) working days, Medicaid may initiate procedures for collection against bidder's performance security.

In order to achieve the greatest economy for the State, Medicaid may choose the next responsive bidder, re-release the ITB, or complete any other action consistent with state purchasing laws. The performance security will be released within 60 days of the end of the contract term.

(f) Provision of Gratuities

Neither the Contractor nor any person, firm or corporation employed by the Contractor in the performance of this contract shall offer or give, directly or indirectly, to any employee or agent of the State, any gift, money or anything of value, or any promise, obligation or contract for future reward or compensation at any time during the term of this contract.

(g) Disclosure Provision

Upon contract award, and as required by the State of Alabama pursuant to Executive Order Number 55, Bidder shall disclose any relationship that Bidder or employees of Bidder have with public officials, public employees, and family members of public officials, public employees, and family members of public officials and public employees who stand to benefit from this proposal. Bidder shall provide a description of any financial benefit that may be gained by public officials, public employee, and family members of public officials and public employees that may result directly or indirectly from this proposal. Bidder shall, upon award of this proposal, sign under oath and under penalty of perjury the disclosure statement required by the Ethics Commission, which requires disclosure of the same information as this provision.

E. CONTRACT SANCTIONS

(a) Liquidated Measures

Contractor shall be liable for any penalties and late deliverables or disallowance of Federal Financial Participation incurred by Medicaid due to Contractor's failure to comply with the terms of the contract. Imposition of liquidated damages may be in addition to other contract remedies, and does not waive Medicaid's right to terminate the contract.

The following liquidated damages shall be assessed against contractor for:

- ◆ Failure to produce required report or any contractor deliverable - \$500 per day per report.
- ◆ Failure to safeguard confidential information of providers, recipients or the Medicaid program - \$2,500 per instance plus any penalties incurred by Medicaid for said infractions.
- ◆ Failure to meet, technical or personnel requirements - \$100 per day that requirement is not met.

(b) Damages

Contractor shall be liable for any penalties and late deliveries or disallowance of Federal Financial Participation incurred by Medicaid due to Contractor's failure to comply with the terms of the contract.

In addition, the following liquidated damages may be assessed against contractor:

Late Delivery Penalty

If, during review of orders filled by the contractor, the state finds that five percent (5%) or more of the orders filled were untimely, without justification, the state will retain, out of the current month reimbursement, two percent (2%) of the reimbursement the contractor received during the period reviewed. The review period may consist of one to three months' activity

(c) Claim Recoupment

Failure to provide requisite services under this ITB will result in recoupment of claims or the requirement to bill for a lowered level of reimbursement.

Contractor will receive written notice from Medicaid upon a finding of failure to comply with contract requirements, which contains a description of the events that resulted in such a finding. Contractor will be allowed to submit rebuttal information or testimony in opposition to such findings. Medicaid shall make a final decision regarding implementation of liquidated damages.

F. METHOD OF PAYMENT AND INVOICES

(a) Use of Federal Cost Principles

For any terms of the contract which allow reimbursement for the cost of procuring goods, materials, supplies, equipment, or services, such procurement shall be made on a competitive basis (including the use of competitive bidding procedures) where practicable, and reimbursement for such cost under the contract shall be in accordance with 48 CFR, Chapter 1, Subchapter E, Part 31. Further, if such reimbursement is to be made with funds derived wholly or partially from federal sources, such reimbursement shall be subject to Contractor's compliance with applicable federal procurement requirements, and the determination of costs shall be governed by federal cost principles.

(b) Claim Submission

Contractor shall submit claims for reimbursement for services provided according to the terms and conditions of this agreement. Contractor should submit a -1500 claim as specified in the Alabama Medicaid Provider Billing Manual upon production of eyeglasses.

(c) Payment

Payment will be scheduled at least twice a month by the State of Alabama or its authorized fiscal agent, from funds appropriated for Medicaid purposes. All payments are contingent upon the availability of State and Federal funds. Payments shall be made in accordance with the State fiscal year check-write schedule, see Attachment A. This schedule is released by the State at the beginning of each fiscal year.

Medicaid will pay only clean claims submitted timely to its fiscal agent. A clean claim is a claim that can be processed for payment or denied without obtaining additional information from the provider. A timely claim is a clean claim which is received by the fiscal agent within one year of the date of service.

The contractor must submit Alabama Medicaid claims to Medicaid's fiscal agent via magnetic tape or a synchronous file transmission. Accordingly, the contractor's system for claim submission must be compatible with the fiscal agent's record layout specifications as depicted in *this ITB, Part Two, Section D and E*. In addition, the contractor must submit hard copy clean claims on the appropriate CMS-1500 claim form for claims which require an override for payment. Please refer to the Alabama Medicaid Provider Manual at www.medicaid.alabama.gov/billing.

Under no circumstances shall any commitments by Medicaid constitute a debt of the State of Alabama as prohibited by Article XI, Section 213, Constitution of Alabama of 1901, as amended by Amendment 26. It is further agreed that if any provision of this contract shall contravene any statute or Constitutional provision or amendment, whether now in effect or which may, during the course of this Contract, be enacted, then that conflicting provision in the contract shall be deemed null and void. The Contractor's sole remedy for the settlement of any and all disputes arising under the terms of this agreement shall be limited to the filing of a claim against Medicaid with the Board of Adjustments for the State of Alabama. In the event that proration of the funds from which payment under this contract is to be made, this contract will be subject to termination.

Under no circumstances shall the Contractor be entitled to receive the benefits guaranteed to state employees under the Merit System Act.

G. THIRD PARTY LIABILITY

The Contractor is responsible for collecting all third party insurance information prior to submitting a request for payment to Medicaid. Recipients with third party coverage (including COBRA) are required to follow program guidelines.

A claim which is timely submitted to third party resources must be received by the Alabama Medicaid Agency's fiscal agent within 120 days of the notice of disposition of such claims to the provider. When there is only Medicare/Medicaid coverage, the contractor is not required to collect from Medicare prior to billing Medicaid.

H. IMPLEMENTATION ACTIVITIES

(a) Contractor's Requirements Meeting

This meeting may be held as specified in XI.A.c.

(b) Readiness Review

Prior to the implementation date the State may conduct a readiness review of the Contractor to ensure that all program requirements are in place. This review is required before the contract will be issued for execution. The purpose of the review will be to review administrative capability, provider subcontracts demonstrating the network, formal policies and procedures for patient care, a system of care coordination and home visits, review or education and outreach material, participation in the subcontractor training session and review of the quality assurance process. A checklist for the review will be provided prior to the review in order to allow the Contractor time to prepare.

(c) Corrective Action Measures

In the event that a Contractor fails to meet the requirements of the Contract during the readiness review the Contractor will be informed of their deficiencies in writing by Medicaid. Contractor will be given a deadline by which time all identified deficiencies must be corrected to the satisfaction of the team. Contractor must respond within 48 hours of this notice of deficiencies with an acceptable corrective action plan.

In the event that a Contractor fails to correct the deficiencies noted by Medicaid within the time frame specified by Medicaid approved corrective action plan, Contractor will not be allowed to begin work.

PART TWO
PROGRAM REQUIREMENTS AND SPECIFICATIONS

I. EYEGLASSES CONTRACT

A. Purpose

The purpose of this Invitation to Bid (ITB) is to competitively procure contractor services to furnish eyewear materials. The successful bidder shall be responsible for furnishing eyeglasses to Medicaid recipients eligible to receive optometric benefits. Through a contractual relationship, Medicaid can continue to efficiently provide high quality professional eye care to patients eligible through the program. For children, good eyesight is essential to learning and development. For adults, good vision is critical to self-sufficiency and the maintenance of high quality of life. Recognizing that good eyesight is essential for learning and development as well as self-sufficiency and high quality of life, Medicaid strives to operate a cost efficient eye care service that provides beneficiaries with professional eye care benefits that are comparable to that of the general public.

B. General Information

The following includes a brief description of the current system covered by Medicaid:

(a) Agency Overview

The Alabama Medicaid Agency is responsible for administration of the Alabama Medicaid Program under a federally approved State Plan for Medical Assistance. The mission of the Agency is to empower recipients to make educated and informed decisions regarding their health and the health of their families. This goal is accomplished by providing a system, which facilitates access for necessary and high quality preventive care, acute medical services, long term care, health education, and related social services. Through teamwork, the Agency strives to operate and enhance a cost efficient system by building an equitable partnership with health care providers, both public and private.

Medicaid's central office is located at 501 Dexter Avenue, Montgomery, Alabama 36104 (mailing address is P.O. Box 5624, Montgomery, AL 36103-5624). The majority of Medicaid's budgeted administrative positions are located at this site. The central office personnel are responsible for data processing, program management, financial management, program integrity, general support services, professional services, and recipient eligibility services. For certain recipient categories, eligibility determination is made by Agency personnel located throughout the State.

(b) The Eye Care Services Program

Medicaid's eye care program is designed to provide beneficiaries with continued high quality, professional eye care. The eye care program provides services through ophthalmologists, optometrists and opticians. Adults (21 years of age and older) are eligible for one complete eye examination and one pair of glasses every two (2) calendar years. Recipients under 21 years of age are eligible for an eye exam and one pair of eyeglasses every calendar year **or** whenever medically necessary. Prior authorization is required for recipient's 21 years and older if additional glasses are provided within the 2-year benefit period.

Eye care practitioners may provide eyeglasses themselves; however, reimbursement rates for all eyewear are at the contractor's prices. Additionally, prior authorization is required for photochromic lenses, UV coating, and progressive lenses.

Contractor will agree to furnish eyeglasses that meet all federal, state and Agency standards. In addition, selection of frames provided will include those for men, women, teens and children. Necessary services consist of providing lenses and frames for Title XIX (Medicaid) recipients, as prescribed by licensed medical

doctors and optometrists. Contractor will agree to furnish and designate lenses that are made of (a) plastic, (b) glass, (c) polycarbonate.

The following depicts data provided by the current eye wear contractor:

Calendar Year	Eyeglass Payments	Eyeglass Recipients	Cost per Recipient
2004	\$2,227,413.98	71,843	\$31.05
2005	\$2,099,460.93	70,926	\$29.51
2006	\$2,074,471.66	70,335	\$29.52
2007	\$2,099,039.95	70,951	\$29.62

All statistical and fiscal information contained in the ITB and amendments reflect the best and most accurate information available to Medicaid at the time of ITB preparation. No inaccuracies in such data shall constitute a basis for change of the payments to the contractor nor a basis for legal recovery of damages, either actual, consequential or punitive except to the extent that such inaccuracies are the result of intentional misrepresentation by Medicaid.

II. ELIGIBLES

A. Recipients to be Served

Recipients who have full Medicaid eligibility such as the following Benefit Plans

- Full Medicaid - TXIX
- Full Medicaid with QMB Plus – XIXQ

B. Recipients Not Eligible for Eyeglass Benefits

Currently, the following recipient benefit plans are *not eligible* for eyeglasses:

- SOBRA (aid to pregnant women) – “SBRW”
- QMB Only Program (Qualified Medicare Beneficiary) – “QONLY”
- SLIMB Only Program (Specified Low Income Medicare Beneficiary) – “SONLY”
- Plan First (Family Planning) – “PLNF”
- QI-1 (Medicaid only pays Part B Medicare premium) – “QI1”
- QDWI (Qualified Disabled Working Individuals) – “QDWI”
- Payee Only (No Medicaid Coverage) – “PONLY”
- Special ExParte QMB Only – “QONLY”
- DO QMB only – “QONLY”
- Emergency Services for Illegal Aliens (Childbirth delivery services) – “ES”

III. EYEGLASSES CONTRACT ADMINISTRATION

A. Scope of Work Overview

An overview of the required components of the Contractor is listed below. A more detailed explanation of each requirement may be found in the remainder of III and Reporting Requirements in IV.D.

- (a) Furnish eyeglasses and frames to Medicaid eligibles as defined in II.A.
- (b) Verify eligibility and eyeglass benefit limits using Medicaid’s fiscal agent contractor system before providing services to Medicaid eligibles, (specifications contained within the ITB in Section III D)
- (c) Maintain key contract personnel.
- (d) Submit claims for approved services to Medicaid in accordance with federal, state and Agency policies.
- (e) Ability to submit hard-copy clean claims for overrides and administrative reviews when appropriate.

- (f) Contact eye care providers directly to determine if frames and lenses previously paid to another provider for the same date of service were billed in error and for resolution prior to requesting an administrative review.
- (g) Maintain records necessary to fully disclose the volume of services provided to eligible recipients.
- (h) Ensure HIPAA compliance and the safety and security of all information, data, procedures, methods and funds involved in the performance authorized under the contract.
- (i) Meet with the Alabama Medicaid Agency and the Optometric Peer Review Committee at least semi-annually, unless the State determines contractor's presence is not necessary.
- (j) Maintain quality control procedures and programs.
- (k) Furnish monthly performance reports as specified by the state.
- (l) Maintain extensive work order and status tracking System with documentation of problem resolution, and mail/ship deliveries to ensure job orders are completed and provided within acceptable timeframes, meet reporting requirements, and ensure eyeglasses are furnished with the highest quality assurance standards.
- (m) Maintain web-based, telephonic, email and mail customer service inquiry lines/services available during regular business hours to assist providers and customers with inquiries/ disputes/ complaints/ resolutions.
- (n) Maintain interactive web-site for providers to check availability of frames, submit orders, receive updates, make disputes, perform corrective actions, and provide an ongoing comprehensive means(fax, email, mail, etc.) for accepting work orders to ensure the most efficient access, availability, and shipment of eyeglasses.
- (o) Provide sample kits at the contractor's cost of frames and mailing.
- (p) Inform Medicaid and providers of changes to available frames and lens.
- (q) Inform Medicaid of any potential problems in providing contract frames and lens.

B. Sample Kits

The contractor agrees to provide sample kits (frames and display containers) which can be purchased by eye care practitioners at contractor's cost of frames plus mailing. Contractor further agrees to provide Medicaid with a frame sample kit at no charge. Upon request, this sample kit will be returned to contractor at the end of the contract period. The contractor agrees to provide pictures of all Medicaid approved frames on its website accessible to providers and recipients.

C. Notification Requirements

Contractor shall inform providers, by letter, whenever Medicaid deletes/adds frames or lenses. Additionally, Contractor shall inform Medicaid of any potential problems in logistics of products so substitutes/replacements can be considered (see III.G).

D. Eligibility Verification

Medicaid recipient eligibility and benefit limits shall be verified before frames and/or lens are made for distribution. Adult benefit limits must be checked for both individual calendar years as benefit limits are once per two (2) years. In addition, Contractor shall reference Chapter Three, Verifying Recipient Eligibility, of the Provider Manual as needed, to ensure aid categories are eligible to receive eyeglasses before the eyeglasses are manufactured. In order to verify recipient eligibility and eyeglass benefits used, the contractor shall interface and access Medicaid's online Information System (MMIS).

Medicaid's fiscal agent shall furnish the contractor with software to use on a personal computer. Contractor shall be responsible for providing, at a minimum, the following hardware:

Minimum	Recommended
Pentium III	Pentium IV
Windows 2000 (service pack 4 or higher)	Windows XP
Microsoft Internet Explorer 6.0+	Microsoft Internet Explorer 6.0+
256 Megabytes RAM	512 Megabytes RAM
1024 x 768 Resolution	1280 x 1024 Resolution
56K Baud Rate modem (required Only for dial-up transmission)	56K+ Baud Rate modem (Required only for dial-up transmission)
	Printer with 8pt MS Sans Serif font (Optional)

The online system is accessible through a toll-free number seven days a week, approximately 20 to 22 hours per day. Eligibility should be verified through Medicaid's online system before filling job order within the following specifications.

Bidders should refer to the Agency website for the Companion Guide governing eligibility (270/271) transactions. This document is available in PDF format at www.medicaid.alabama.gov. Select "Billing", and then select "Companion Guide for Transactions". Scroll down towards the bottom until you see "Companion Guides". Then click on the link labeled "Companion Guide updates related to the National Provider ID implementation are now available. Click here to view and download these documents." The HIPAA compliant specifications for 270/271 transactions is located under "Vendor information and companion guides for NPI". If you are unable to open PDF documents, you may download Adobe Acrobat Reader (free) from the Adobe website at www.adobe.com.

Eligibility may be verified through various means. For more information, please refer to the Alabama Medicaid Provider Manual at www.medicaid.alabama.gov/billing.

E. Claims Submission

The contractor must submit timely clean claims to Medicaid's fiscal agent via a synchronous file transmission or a hard copy clean claim as necessary. A clean claim is a claim that can be processed for payment or denied without obtaining additional information from the provider. Contractor shall follow up with the fiscal agent and/or Medicaid on any problems or unpaid claims in a timely manner. The contractor's system for claim submission must be compatible with the fiscal agent's record layout specifications as depicted immediately below.. In addition, the Contractor must submit hard-copy clean claims on an NPI Compliant Revised CMS-1500 claim form for those claims which require an override for payment as outlined in Chapter Five, Filing Claims of the Alabama Medicaid Provider Manual.

Bidders should refer to the Agency website for the Companion Guide governing claims (837) transactions. This document is available in PDF format at www.medicaid.alabama.gov. Select "Billing", and then select "Companion Guide for Transactions". Scroll down towards the bottom until you see "Companion Guides". Then click on the link labeled "Companion Guide updates related to the National Provider ID implementation

are now available. Click here to view and download these documents.” The HIPAA compliant specifications for 837 transactions are located under “Vendor information and companion guides for NPI”. If you are unable to open PDF documents, you may download Adobe Acrobat Reader (free) from the Adobe website at www.adobe.com.

Contractor shall submit claims in accordance with federal, state and Agency policies. In accordance with Section 22-1-11, Code of Alabama 1975, any person who intends to defraud or deceive, makes or causes to be made, any false statement or representation of a material fact in any claim or application for any payment from Medicaid shall be guilty of a felony.

In accordance with federal law, Contractor shall collect from any current third party insurance resources prior to filing claims with Medicaid. A claim which is timely submitted to third party resources must be received by the Alabama Medicaid Agency’s fiscal agent within 120 days of the notice of disposition of such claims to the provider. When there is only Medicare/Medicaid coverage, the contractor is not required to collect from Medicare prior to billing Medicaid.

F. Key Personnel

Contractor shall maintain and staff a facility capable of providing frames and lens to Medicaid eligible recipients within 10 (ten) working days. The following positions are considered key personnel. Contractor shall maintain full-time employees in each of these positions during the term of the contract.

- General Manager
- Production Manager
- Contract Manager
- Finishing Lab Manager
- Stockroom Manager
- Comptroller

Resumes detailing staffs’ qualifications and work experience for each of these positions shall be included in the ITB.

G. Quality Assurance

The contractor shall provide quality control processes and procedures for all eyeglasses mailed on behalf of a Medicaid recipient. The contractor shall maintain on staff an individual trained in optical quality control to complete the monitoring and inspections.

The contractor is required, upon receipt, to process and ship all properly completed job orders within ten (10) working days. Date of receipt is considered the 1st working day after order is received and the last working day is the day an order is transmitted for delivery or a provider is notified of a delay. The successful monthly fill rate shall be at least 95%. Records shall be maintained on ordering, work status, tracking, shipping, inquiries, and any corrective actions taken for resolution.

Any time there is a legitimate delay in job order processing the contractor will notify the providers of the reason and expected date of shipment. Justified delays in orders may include, but are not limited to lens/frame back-orders, breakage, inventory, complex lens orders, computer failure, power failures, natural disasters. Justified delays are defined as being beyond the control of the contractor.

The contractor shall ensure that all lenses are of first quality, finished and assembled in accordance with the prescription from which the request was initiated. Contractor shall ensure that all lenses supplied are of clear glass, clear plastic, hi-index plastic or polycarbonate, or polycarbonate meeting existing FDA impact-resistant regulations and conforming to ANSI requirements. Flat top 25, 28, and 35 will be the standard bifocal lens size unless 22 round is requested.

The contractor shall provide only those frames listed on the bid sheet, Attachment B. These frames shall be available in standard colors, eye sizes, bridge sizes, and temple length as are available from the frame manufacturer. All frames must meet ANSI Standards. Samples should not be included as part of the ITB.

If, during the contract period any of the contract frames become unavailable, contractor shall furnish similar frames of equal or better quality. Replacement frame shall have a price no greater than the original frame and shall be approved by Alabama Medicaid. Medicaid will not reimburse the contractor for any lenses or frames that do not meet or exceed the quality as outlined.

Contractor shall guarantee all products against defective workmanship and/or materials. If within 90 days after delivery, a product is found by the dispensing provider to be unsatisfactory due to contractor's error, defective workmanship, or materials, the contractor shall make necessary adjustments or replacements at the contractor's expense. Additionally, corrected and/or replacement products shall be returned to the provider within 10 working days of receipt of product.

H. Subcontracts

Contractor may, if justified, during the contract period, subcontract for any services necessary to the completion and maintenance of this contract and to the performance of its duties under this contract after obtaining prior written approval from Medicaid. If disapproved contract may be terminated and awarded to next bidder. Contractor shall, at all times, remain responsible for the performance by any subcontractors approved by Medicaid. The percentage of subcontract work to be performed, as measured by percentage of total contract price, shall be provided by the prime contractor. Subcontract work shall not **exceed thirty percent (30%)**. If the use of subcontractors is necessary to meet bid requirements, a statement from each subcontractor, on official letterhead, shall be attached to the Transmittal Letter, signed by an individual authorized to legally bind the subcontractor to perform the scope of work as assigned, stating:

1. The general scope and volume of work to be performed by the subcontractor;
2. The subcontractor's willingness to perform the work indicated;
3. The names and titles of individuals who will be responsible for the subcontractor's efforts;
4. The rate or methodology (if a varying rate is to be paid) of reimbursement to be received for the subcontract services;
5. That the subcontractor's firm does not discriminate in its employment practices with regard to race, color, religion, age (except as provided by law), sex, marital status, developmental disability, political affiliation, national origin, or handicap, and complies with all applicable provisions of Public Law 101-336, Americans With Disabilities Act.

The use of subcontractors does not in any way relieve the Contractor from its responsibilities under this ITB and/or contract with Medicaid. These letters will be used in determining whether the Contractor can meet program requirements.

IV. RECORDS AND REPORTS

A. Records

In accordance with 45 CFR §74.53, Contractor shall maintain financial records, supporting documents, statistical records, and all other records pertinent to this contract for a period of three (3) years from the date of the final payment made by Medicaid to Contractor under the contract. However, if audit, litigation, or other legal action by or on behalf of the State or Federal Government has begun but is not completed at the end of the three (3)-year period, or if audit findings, litigation, or other legal action have not been resolved at the end of the three (3)-year period, the records shall be retained until resolution. Subsequent to the contract term, documents shall be stored in a bonded storage facility accessible to Medicaid. Micromedia copies of source documents for storage may be used in lieu of paper source documents subject to Medicaid approval.

Contractor agrees that representatives of the Comptroller General, HHS, the General Accounting Office, the Alabama Department of Examiners of Public Accounts, and Medicaid and their authorized representative shall have the right during business hours to inspect and copy Contractor's books and records pertaining to contract performance and costs thereof. Contractor shall cooperate fully with requests from any of the agencies listed above and shall furnish free of charge copies of all requested records. Contractor may require that a receipt be given for any original record removed from Contractor's premises.

B. Records Retention and Storage

In accordance with 45 CFR §74.164, and 42 CFE 438.6(g), Contractor shall maintain financial records, supporting documents, statistical records, and all other records pertinent to the Alabama Medicaid Program for a period of five years from the date of the final payment made by Medicaid to Contractor under the contract. However, if audit, litigation, or other legal action by or on behalf of the State or Federal Government has begun but is not completed at the end of the three year period, or if audit findings, litigation, or other legal action have not been resolved at the end of the three year period, the records shall be retained until resolution. Subsequent to the contract term, documents shall be returned to Medicaid within three working days following expiration or termination of the contract. Micromedia copies of source documents for storage may be used in lieu of paper source documents subject to Medicaid approval.

C. Inspection of Records

Contractor agrees that representatives of the Comptroller General, HHS, the General Accounting Office, the Alabama Department of Examiners of Public Accounts, and Medicaid and their authorized representatives shall have the right during business hours to inspect and copy Contractor's books and records pertaining to contract performance and costs thereof. Contractor shall cooperate fully with requests from any of the agencies listed above and shall furnish **free of charge** copies of all requested records. Contractor may require that a receipt be given for any original record removed from Contractor's premises.

D. Reporting Requirements

Contractor shall provide in a format approved by Medicaid the following:

1. Monthly performance report to include, at a minimum:
 - procedure code
 - name of frames
 - description of lenses
 - monthly volume
 - year to date volume
 - reimbursement amount (monthly and year to date)
 - average turnaround time by lens category
 - contract error return
2. Monthly record of job orders to include, at a minimum:
 - Recipient name
 - Medicaid number
 - Provider number
 - Date order was received
 - Date eyewear mailed

Contractor shall be responsible for timeliness, accuracy, and completeness of reports as defined below:

- a) Timeliness – Reports or other required data must be received on or before scheduled due dates.
- b) Accuracy – Reports or other required data must be prepared in conformity with appropriate authoritative sources and/or Medicaid defined standards.
- c) Completeness – All required information must be fully disclosed in a manner that is both

responsive and pertinent to report intent with no material omissions.

- d) Contractor must agree to be responsible for continued reporting beyond the term of the contract. For example, processing claims and reporting encounter data will likely continue beyond the term of the contract because of lag time in filing source documents by subcontractors.

Medicaid requirements regarding reports, report content and frequency of submission of reports are subject to change at any time during the terms of the contract. Contractor shall comply with all changes specified by Medicaid. Medicaid will serve timely notice of any changes.

State Fiscal Year 2008 and 2009 Checkwrite Schedule

Checkwrite Date	Checkwrite Date
07/11/2008	07/25/2008
08/08/2008	08/22/2008
09/05/2008	09/12/2008
10/03/2008	10/17/2008
11/07/2008	11/21/2008
12/05/2008	12/12/2008
01/02/2009	01/16/2009
02/06/2009	02/20/2009
03/06/2009	03/20/2009
04/03/2009	04/17/2009
05/01/2009	05/15/2009
06/05/2009	06/19/2009
07/10/2009	07/24/2009
08/07/2009	08/21/2009
09/04/2009	09/11/2009

Bid Sheet

To Supply Eyeglasses
For the Alabama Medicaid Eyewear Program
July 1, 2008 through June 30, 2009

Name of Bidder _____

Address of Bidder _____

Address of Bidder _____

PRICE PER LENS VOLUME TOTAL COST**LENS SPECIFICATIONS (CLEAR GLASS OR CLEAR PLASTIC OR CLEAR POLYCARBONATE)**Single Vision (Plus or Minus)

V2100 – Plano – 4.00	\$	X	6617	=
V2101 – 4.25 – 7.00		X	198	=
V2102 – 7.25 – 12.00		X	27	=

Single Vision SpheroCylinder (Plus or Minus) (Cylinder)

V2103 – Plano – 4.00/0.12 – 2.00 cylinder	\$	X	11692	=
V2104 – Plano – 4.00/2.12 – 4.00 cylinder		X	746	=
V2105 – Plano – 4.00/4.25 – 6.00 cylinder		X	101	=
V2106 – Plano – 4.00/over 6.00 cylinder		X	6	=
V2107 – 4.25 – 7.00/0.25 – 2.00 cylinder		X	515	=
V2108 – 4.25 – 7.00/2.25 – 4.00 cylinder		X	95	=
V2109 – 4.25 – 7.00/4.25 – 6.00 cylinder		X	29	=
V2110 – 4.25 – 7.00/over 6.00 cylinder		X	0	=
V2111 – 7.25 – 12.00/0.25 – 2.25 cylinder		X	102	=
V2112 – 7.25 – 12.00/2.25 – 4.00 cylinder		X	46	=
V2113 – 7.25 – 12.00/4.25 – 6.00 cylinder		X	6	=
V2114 – 7.25 – 12.00/over 6.00 cylinder		X	0	=

Bifocal Sphere (Plus or Minus)

V2200 – Plano – 4.00 cylinder		X	7463	=
V2201 – 4.25- 7.00 cylinder		X	105	=
V2202 – 7.25 – 12.00 cylinder		X	18	=

Bifocal SpheroCylinder (Plus or Minus)

V2203 – Plano – 4.00/0.25 – 2.00 cylinder		X	17281	=
V2204 – Plano – 4.00 – 2.25 – 4.00 cylinder		X	943	=
V2205 – Plano – 4.00/4.25 – 6.00 cylinder		X	79	=
V2206 – Plano – 4.00/over 6.00 cylinder		X	1	=
V2207 – 4.25 – 7.00/0.25 – 2.00 cylinder		X	464	=

V2208 – 4.25 – 7.00/2.25 – 4.00 cylinder	X	74	=
V2209 – 4.25 – 7.00/4.25 – 6.00 cylinder	X	16	=
V2210 – 4.25 – 7.00/over 6.00 cylinder	X	3	=
V2211 – 7.25 – 12.00/0.25 – 2.25 cylinder	X	65	=
V2212 – 7.25 – 12.00/2.25 – 4.00 cylinder	X	27	=
V2213 – 7.25 – 12.00/4.25 – 6.00 cylinder	X	7	=
V2214 – 7.25 – 12.00/over 6.00 cylinder	X	0	=
V2199 – Over plus or minus 12.00 diopters	X	207	=
V2700 – Balance lens	X	0	=

Other

V2115 – Lenticular (stand alone cost)	X	26	=
V2121 – Lenticular Aspheric (stand alone)	X	227	=
V2299 – EXecutive Bifocals (stand alone)	X	41	=
V2399 – Trifocals (stand alone)	X	398	=
V2499 – Aspheric (stand alone)	X	0	=
V2710 – Slab-off Prism (stand alone)	X	20	=
V2715 – Prism Add (add-on cost)	X	990	=
V2718 – Press on Fresnell Prisms (add-on)	X	1	=
V2745 – Tinted Lenses (add-on)	X	2136	=
V2784 – Polycarbonate Lenses (stand alone)	X	93080	=

Lenses Requiring Prior Authorization from Medicaid Before Ordering

V2744 – Photochromic/Transition (add-on cost)	X	19	=
V2755 – UV 400 Coating (add-on)	X	3	=
V2781 – Progressives (add-on)	X	24	=

Stand Alone Cost: This item is all-inclusive – no other lens codes billed.

Add-on cost: This item to be billed in addition to appropriate lens code.

FRAMES

V2020 – Represents all frame codes.

Europa 901	X	453	=
Europa 905	X	2600	=
Europa 908	X	187	=
Europa 911	X	1704	=
Hart BLVD 4170	X	1075	=
Hart BLVD 4502	X	713	=
Hart BLVD 4508	X	1284	=
Hart BLVD 4509	X	2104	=
Hart J5602	X	4732	=
Hart J5603	X	826	=
Hart J5606	X	1886	=
Hart J5612	X	527	=
Hart J5616	X	6232	=
Hart J5631	X	1469	=
Hart J5638	X	1055	=
Hart LG 6021	X	377	=
Hart MNST 415	X	67	=

Hart Overlook	X	18	=
LE 915	X	576	=
LE Bella 223	X	791	=
LE Curly	X	1000	=
LE Elay	X	315	=
LE LTD 182	X	954	=
LE LTD 183	X	228	=
LE Manchester	X	1378	=
LE Panda CC	X	1	=
LE Panda CCS	X	43	=
LE Robby	X	786	=
LE Uptown	X	306	=
Modn Opt Gift	X	3357	=
Modn Opt Pumpkin	X	120	=
Modn Opt Pumpkin S	X	98	=
Modn Opt Pumpkin Cab	X	577	=
Modn Opt Pumpkin SK	X	1627	=
Zimco Atlantic	X	466	=
Zimco Brunswick	X	79	=
Zimco Cambridge	X	289	=
Zimco CC 37	X	1014	=
Zimco CC 42	X	1176	=
Zimco CC 52	X	1321	=
Zimco CC 53	X	994	=
Zimco CC 57	X	834	=
Zimco Chelsea	X	519	=
Zimco Christy	X	247	=
Zimco Chuckles	X	48	=
Zimco Eddie	X	147	=
Zimco Gusto	X	581	=
Zimco Karen	X	280	=
Zimco Kidco 5	X	3780	=
Zimco Kidco 6	X	6589	=
Zimco Leo 2	X	528	=
Zimco Monaco	X	75	=
Zimco Moscow	X	588	=
Zimco Nino	X	289	=
Zimco Ontario	X	146	=
Zimco Overvue	X	482	=
Zimco Pacific	X	260	=
Zimco Rae	X	673	=
Zimco S302	X	1018	=
Zimco S304	X	40	=
Zimco S310	X	125	=
Zimco S502	X	1930	=
Zimco S510	X	218	=
Zimco Star	X	423	=
Zimco Trenton	X	623	=

Frames Requiring Prior Authorization

+V2025

Special Order Frames

 X 1 =

+ This Is a frame utilized for those patients requiring a special/unusual size and/or shaped frame. Bid price should also include cost of lenses since size will differentiate from regular contract lenses.

TOTAL 66,524 \$

**Alabama Medicaid Agency
Authorization for Release of Business Information**

To whom it may concern:

This authorizes the release of any business information to the Alabama Medicaid Agency as it relates to the submission of a bid to render services for the Agency. This release is executed for the purpose of allowing the Alabama Medicaid Agency access to business records, which will provide information for the purpose of evaluating my ability to provide the goods, and services for which I have submitted a bid. This release authorizes the use of information obtained for this purpose only and the Agency agrees to use the information obtained only for purpose described and further agrees to keep such information confidential and not to release it to any other parties without my consent except where required by State and/or Federal statute or regulation.

Signature

Witness

Title

Bidder name

Disclosure Statement – State of Alabama

State of Alabama

Disclosure Statement

(Required by Act 2001-955)

ENTITY COMPLETING FORM

ADDRESS

CITY, STATE, ZIP

TELEPHONE NUMBER

STATE AGENCY/DEPARTMENT THAT WILL RECEIVE GOODS, SERVICES, OR IS RESPONSIBLE FOR GRANT AWARD

ADDRESS

CITY, STATE, ZIP

This form is provided with:

☐

Contract

☐

Proposal

☐

Request for Proposal

☐

Invitation to Bid

☐

Grant Proposal

Have you or any of your partners, divisions, or any related business units previously performed work or provided goods to any State Agency/Department in the current or last fiscal year?

☐

Yes

☐

No

If yes, identify below the State Agency/Department that received the goods or services, the type(s) of goods or services previously provided, and the amount received for the provision of such goods or services.

STATE AGENCY/DEPARTMENT AMOUNT RECEIVED	TYPE OF GOODS/SERVICES

Have you or any of your partners, divisions, or any related business units previously applied and received any grants from any State Agency/Department in the current or last fiscal year?

☐

Yes

☐

No

If yes, identify the State Agency/Department that awarded the grant, the date such grant was awarded, and the amount of the grant.

STATE AGENCY/DEPARTMENT AMOUNT OF GRANT	DATE GRANT AWARDED

1. List below the name(s) and address(es) of all public officials/public employees with whom you, members of your immediate family, or any of your employees have a family relationship and who may directly personally benefit financially from the proposed transaction. Identify the State Department/Agency for which the public officials/public employees work. (Attach additional sheets if necessary.)
- 2.

NAME OF PUBLIC OFFICIAL/EMPLOYEE DEPARTMENT/AGENCY	ADDRESS	STATE

2. List below the name(s) and address(es) of all family members of public officials/public employees with whom you, members of your immediate family, or any of your employees have a family relationship and who may directly personally benefit financially from the proposed transaction. Identify the public officials/public employees and State Department/Agency for which the public officials/public employees work. (Attach additional sheets if necessary.)

NAME OF FAMILY MEMBER	STATE DEPARTMENT/ ADDRESS AGENCY WHERE EMPLOYED	NAME OF PUBLIC OFFICIAL/ PUBLIC EMPLOYEE

If you identified individuals in items one and/or two above, describe in detail below the direct financial benefit to be gained by the public officials, public employees, and/or their family members as the result of the contract, proposal, request for proposal, invitation to bid, or grant proposal. (Attach additional sheets if necessary.)

Describe in detail below any indirect financial benefits to be gained by any public official, public employee, and/or family members of the public official or public employee as the result of the contract, proposal, request for proposal, invitation to bid, or grant proposal. (Attach additional sheets if necessary.)

List below the name(s) and address(es) of all paid consultants and/or lobbyists utilized to obtain the contract, proposal, request for proposal, invitation to bid, or grant proposal:

NAME OF PAID CONSULTANT/LOBBYIST	ADDRESS
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By signing below, I certify under oath and penalty of perjury that all statements on or attached to this form are true and correct to the best of my knowledge. I further understand that a civil penalty of ten percent (10%) of the amount of the transaction, not to exceed \$10,000.00, is applied for knowingly providing incorrect or misleading information.

Signature	Date
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Notary's Signature	Date	Date Notary
Expires		

Act 2001-955 requires the disclosure statement to be completed and filed with all proposals, bids, contracts, or grant proposals to the State of Alabama in excess of \$5,000.

Note: Not to be completed until contract is awarded.

Sample Contract**Contract**

State of Alabama
Montgomery County

KNOW ALL MEN BY THESE PRESENTS, that the Alabama Medicaid Agency, an Agency of the State of Alabama, and the undersigned Contractor agree as follows:

Contractor shall furnish all labor, equipment, and materials and perform all of the work required under the Invitation to Bid, No. _____, dated _____, 200__, strictly in accordance with the requirements thereof and Contractor's bid response thereto.

Contractor shall be compensated for performance under this contract in accordance with the provisions of Section _____ and the Pricing Schedule provided for within ITB.

This contract specifically incorporates by reference the said Invitation to Bid, any amendments thereto, and Contractor's bid response, including all attachments.

EXECUTED THIS _____ DAY OF _____, 200__

Contractor

Alabama Medicaid Agency
This contract has been reviewed for and
is approved as to content.

Printed Name _____

Commissioner

Title _____

This contract has been reviewed for legal form and
complies with all applicable laws, rules, and
regulations of the State of Alabama governing these
matters.

Medicaid Legal Counsel

APPROVED

Governor, State of Alabama

ALABAMA MEDICAID AGENCY BUSINESS ASSOCIATE ADDENDUM

This Business Associate Addendum (this "Agreement") is made effective the _____ day of _____, 20____, by and between the Alabama Medicaid Agency ("Covered Entity"), an agency of the State of Alabama, and _____ ("Business Associate") (collectively the "Parties").

1. BACKGROUND

- a. Covered Entity and Business Associate are parties to a contract entitled _____ (the "Contract"), whereby Business Associate agrees to perform certain services for or on behalf of Covered Entity.
- b. The relationship between Covered Entity and Business Associate is such that the Parties believe Business Associate is or may be a "business associate" within the meaning of the HIPAA Privacy Rule (as defined below).
- c. The Parties enter into this Business Associate Addendum to the Contract with the intention of complying with the HIPAA Privacy Rule provision that a covered entity may disclose protected health information to a business associate, and may allow a business associate to create or receive protected health information on its behalf, if the covered entity obtains satisfactory assurances that the business associate will appropriately safeguard the information.

2. DEFINITIONS

Unless otherwise clearly indicated by the context, the following terms shall have the following meaning in this Agreement:

- a. "HIPAA" means the Administrative Simplification Provisions, Sections 261 through 264, of the federal Health Insurance Portability and Accountability Act of 1996, Public Law 104-191.
- b. "Individual" shall have the same meaning as the term "individual" in 45 CFR 164.501 and shall include a person who qualifies as a personal representative in accordance with 45 CFR 164.502(g).
- c. "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR part 160 and part 164, subparts A and E.
- d. "Protected Health Information" (PHI) shall have the same meaning as the term "protected health information" in 45 CFR 164.501, limited to the information created or received by Business Associate from or on behalf of Covered Entity.
- e. "Required By Law" shall have the same meaning as the term "required by law" in 45 CFR 164.501.
- f. "Secretary" shall mean the Secretary of the United States Department of Health and Human Services or his designee.
- g. Unless otherwise defined in this Agreement, capitalized terms used herein shall have the same meaning as those terms have in the Privacy Rule.

3. OBLIGATIONS OF BUSINESS ASSOCIATE

- a. **Use and Disclosure of PHI.** Business Associate agrees to not use or disclose PHI other than as permitted or required by this Agreement or as Required By Law.
- b. **Appropriate Safeguards.** Business Associate agrees to use appropriate safeguards to prevent use or disclosure of the PHI other than as provided for by this Agreement. The Business Associate agrees to take steps to safeguard, implement and maintain PHI in accordance with the HIPAA Privacy Rule.

- c. **Mitigation.** Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a use or disclosure of PHI by Business Associate in violation of the requirements of this Agreement.
- d. **Report Unauthorized Use or Disclosure.** Business Associate agrees to promptly report to Covered Entity any use or disclosure of PHI not provided for by this Agreement of which it becomes aware.
- e. **Applicability to Business Associate's Agents.** Business Associate agrees to ensure that any agent, including a subcontractor, to whom it provides PHI received from, or created or received by the Business Associate on behalf of, Covered Entity agrees to the same restrictions and conditions that apply through this Agreement to Business Associate with respect to such information. The Business Associate agrees to have HIPAA-compliant Business Associate Agreements or equivalent contractual agreements with agents to whom the Business Associate discloses Covered Entity PHI.
- f. **Access.** Upon receipt of a written request from Covered Entity, Business Associate agrees to provide Covered Entity, in order to allow Covered Entity to meet its requirements under 45 CFR 164.524, access to PHI maintained by Business Associate in a Designated Record Set within thirty (30) business days.
- g. **Amendments to PHI.** Business Associate agrees to make any amendment(s) to PHI maintained by Business Associate in a Designated Record Set that Covered Entity directs or agrees to, pursuant to 45 CFR 164.526 at the request of Covered Entity, within thirty (30) calendar days after receiving a written request for amendment from Covered Entity.
- h. **Availability of Documents.** Business Associate agrees to make internal practices, books, and records, including policies and procedures and PHI, relating to the use and disclosure of PHI received from, or created or received by the Business Associate on behalf of, Covered Entity, available to Covered Entity or to the Secretary for purposes of the Secretary determining Covered Entity's compliance with the Privacy Rule, within five business days' after receipt of written notice.
- i. **Documentation of PHI Disclosures.** Business Associate agrees to keep records of disclosures of PHI and information related to such disclosures as would be required for Covered Entity to respond to a request by an individual for an accounting of disclosures of PHI in accordance with 45 CFR 164.528.
- j. **Accounting of Disclosures.** The Business Associate agrees to provide to Covered Entity, within 30 days of receipt of a written request from Covered Entity, information collected in accordance with the documentation of PHI disclosure of this Agreement, to permit Covered Entity to respond to a request by an Individual or an authorized representative for an accounting of disclosures of PHI in accordance with 45 CFR 164.528.

4. PERMITTED USES AND DISCLOSURES

Except as otherwise limited in this Agreement, if the Contract permits, Business Associate may use or disclose PHI to perform functions, activities, or services for, or on behalf of, Covered Entity as specified in the Contract, provided that such use or disclosure would not violate the Privacy Rule if done by Covered Entity;

- a. Except as otherwise limited in this Agreement, if the Contract permits, Business Associate may use PHI for the proper management and administration of the Business Associate or to carry out the legal responsibilities of the Business Associate.
- b. Except as otherwise limited in this Agreement, if the Contract permits, Business Associate may disclose PHI for the proper management and administration of the Business Associate, provided that:
 - 1) disclosures are Required By Law; or

- 2) Business Associate obtains reasonable assurances from the person to whom the information is disclosed that it will remain confidential and used or further disclosed only as Required By Law or for the purpose for which it was disclosed to the person, and the person notifies the Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached.
- c. Except as otherwise limited in this Agreement, if the Contract permits, Business Associate may use PHI to provide data aggregation services to Covered Entity as permitted by 42 CFR 164.504(e)(2)(i)(B).
- d. Notwithstanding the foregoing provisions, Business Associate may not use or disclose PHI if the use or disclosure would violate any term of the Contract.

5. OBLIGATIONS OF COVERED ENTITY

- a. Covered Entity shall notify the Business Associate of any limitation(s) in its notice of privacy practices in accordance with 45 CFR 164.520, to the extent that such limitation may affect Alabama Medicaid's use or disclosure of PHI.
- b. Covered Entity shall notify the Business Associate of any changes in, or revocation of, permission by an Individual to use or disclose PHI, to the extent that such changes may affect the Business Associate's use or disclosure of PHI.
- c. Covered Entity shall notify the Business Associate of any restriction to the use or disclosure of PHI that Covered Entity has agreed to in accordance with 45 CFR 164.522, to the extent that such restriction may affect the Business Associate's use or disclosure of PHI.
- d. Covered Entity shall not request Business Associate to use or disclose PHI in any manner that would not be permissible under the Privacy Rule if done by Covered Entity.
- e. Covered Entity shall provide Business Associate with only that PHI which is minimally necessary for Business Associate to provide the services.

6. TERM AND TERMINATION

- a. **Term.** The Term of this Agreement shall be effective as of the effective date stated above and shall terminate when the Contract terminates.
- b. **Termination for Cause.** Upon Covered Entity's knowledge of a material breach by Business Associate, Covered Entity may, at its option:
 - 1) Provide an opportunity for Business Associate to cure the breach or end the violation, and terminate this Agreement if Business Associate does not cure the breach or end the violation within the time specified by Covered Entity;
 - 2) Immediately terminate this Agreement; or
 - 3) If neither termination nor cure is feasible, report the violation to the Secretary as provided in the Privacy Rule.
 - 4) **Effect of Termination.**

Except as provided in paragraph (2) of this section or in the Contract, upon termination of this Agreement, for any reason, Business Associate shall return or destroy all PHI received from Covered Entity, or created or received by Business Associate on behalf of Covered Entity. This provision shall apply to PHI that is in the possession of subcontractors or agents of Business Associate. Business Associate shall retain no copies of the PHI.

- 5) In the event that Business Associate determines that returning or destroying the PHI is not feasible, Business Associate shall provide to Covered Entity notification of the conditions that make return or destruction not feasible. Business Associate shall extend the protections of this Agreement to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible, for so long as Business Associate maintains such PHI.

7. GENERAL TERMS AND CONDITIONS

- a. This Agreement amends and is part of the Contract.
- b. Except as provided in this Agreement, all terms and conditions of the Contract shall remain in force and shall apply to this Agreement as if set forth fully herein.
- c. In the event of a conflict in terms between this Agreement and the Contract, the interpretation that is in accordance with the Privacy Rule shall prevail. Any ambiguity in this Agreement shall be resolved to permit Covered Entity to comply with the Privacy Rule.
- d. A breach of this Agreement by Business Associate shall be considered sufficient basis for Covered Entity to terminate the Contract for cause.
- e. The Parties agree to take such action as is necessary to amend this Agreement from time to time for Covered Entity to comply with the requirements of the Privacy Rule and HIPAA.

IN WITNESS WHEREOF, Covered Entity and Business Associate have executed this Agreement effective on the date as stated above.

ALABAMA MEDICAID AGENCY

Signature: _____

Printed Name: Paul Brannan

Title: Privacy Officer

Date: _____

BUSINESS ASSOCIATE

Signature: _____

Printed Name: _____

Title: _____

Date: _____